

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

In Re:	)	In Proceedings
KIRK ALFRED SCHILLING	)	Under Chapter 13
JENNIFER REBECCA SCHILLING	)	
Debtors.	)	BK No.: 16-30026
	)	

**AMENDED MOTION FOR LEAVE TO MODIFY/AMEND MORTGAGE LOAN**

COME NOW the Debtors, Kirk & Jennifer Schilling, by and through their attorneys, The Law Offices of William A Mueller, LLC, and for their Amended Motion to Modify/Amend Mortgage debt with PHH Mortgage Corporation as follows:

1. The Debtors are presently under the provisions of Chapter 13 of the Bankruptcy Code.
2. The Debtors have submitted a proposed Modification/Amendment by the mortgage lender, PHH Mortgage Corporation, as follows:

New Principle Balance:	\$186,850.81
New Interest Rate:	4.00%
New Principle and Interest Rate Payment:	\$780.92
New Monthly Payment for Real Estate Taxes and Insurance:	<u>\$656.67</u>
New Monthly Payment:	<u>\$1,437.59</u>
First Regular Monthly Payment on the Modified Mortgage Will begin:	4/1/2016
Modified Mortgage's Maturity Date:	3/1/2056

3. The proposed Modification/Amendment to the original loan will financially assist Debtors in retaining their real estate.
4. The Debtors have met with Counsel to review the proposed Modification. Debtors were counseled with respect to their options and they believe that this proposal is in their best interest.
5. Debtors do not believe that this Modification/Amendment to the original loan will adversely affect any parties affiliated with the ongoing bankruptcy.

6. Debtors attempted to provide counsel with fully executed copies of the Loan Modification Agreement, but just received information from PHH Mortgage Corporation that they are unable to approve the Loan Modification Agreement unless receiving court approval first.

7. On April 6, 2016, Debtors' counsel was contacted by PHH Mortgage Corporation's counsel to advise the mortgage loan would remain escrowed going forward.

8. As of April 6, 2016, the mortgage lender, PHH Mortgage Corporation, has been paid \$0.00 to be placed towards the monthly mortgage payment by the Trustee.

9. As of April 6, 2016, the mortgage lender, PHH Mortgage Corporation, has been paid \$0.00 to be placed towards the mortgage arrearages by the Trustee.

10. The Debtors will file an Amended Plan, Amended Schedule I and Amended Schedule J within thirty (30) days of the Court's approval of this amended motion to remove payment of the monthly mortgage payments and arrearages.

WHEREFORE, the Debtors pray this Court to enter an Order granting leave to Modify/Amend the original loan with PHH Mortgage Corporation and to execute any documents necessary to complete that transaction.

KIRK ALFRED SCHILLING  
JENNIFER REBECCA SCHILLING,

By: /s/ William A. Mueller  
William A. Mueller - #061877323  
Rachel A Hill #51818  
Attorney for Debtors  
The Bankruptcy Center  
5312 West Main Street  
Belleville, Illinois 62226  
(618) 236-7000

After Recording Return To:  
Mortgage Services  
PO Box 5449  
Mount Laurel, NJ 08054  
Return to Phone: 877-766-8244

This Document Prepared By:  
Amber Mooney, Specialist  
PHH Mortgage Corporation  
PO Box 5449  
Mount Laurel, NJ 08054

Parcel ID Number: 12100113028

[Space Above This Line For Recording Data]		
Original Recording Date: January 22, 2007	Loan No:	357
Original Loan Amount: \$204,000.00	Investor Loan No:	339
Original Lender Name: First County Bank		
New Money: \$9,786.42		

Prepared Date: March 09, 2016

## LOAN MODIFICATION AGREEMENT

(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 9th day of March, 2016, between KIRK A SCHILLING AND JENNIFER R SCHILLING, HUSBAND AND WIFE AS JOINT TENANTS ("Borrower") and PHH Mortgage Corporation, whose address is 1 Mortgage Way, Mt Laurel, NJ 08054 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated January 09, 2007 and recorded in Book/Liber JAN222007, Page 806, Instrument No: A02022707 and recorded on January 22, 2007, of the Official Records of Saint Clair County, IL and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

324 HARVEST ST, MILLSTADT, IL 62260,  
(Property Address)

the real property described being set forth as follows:  
**SEE ATTACHED EXHIBIT A**

Assignment from First County Bank to PHH Mortgage Corporation recorded 1/23/2007 BK JAN232007 PG 1027 Instrument A02023073



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
Loan Nr 37  
8300a 08/14



Form 3179 1/01 (rev. 4/14)  
(page 1 of 5)

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of March 1, 2016, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$186,850.81, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.000%, from March 1, 2016. Borrower promises to make monthly payments of principal and interest of U.S. \$780.92, beginning on the 1st day of April, 2016, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.000% will remain in effect until principal and interest are paid in full. If on March 1, 2056 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
Loan No: 157  
8300a 08/14



Form 3179 1/01 (rev. 4/14)  
(page 2 of 5)

shall also apply to default in the making of the modified payments hereunder.

- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [ ].

6. This Agreement modifies an obligation secured by an existing security instrument recorded in Saint Clair County, IL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security



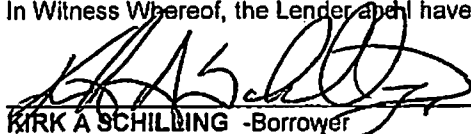
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
Loan No 357  
8300a 08/14

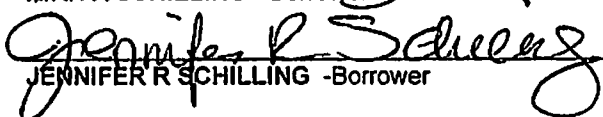


Form 3179 1/01 (rev. 4/14)  
(page 3 of 5)

instrument is \$177,064.39. The principal balance secured by the existing security instrument as a result of this Agreement is \$186,850.81, which amount represents the excess of the unpaid principal balance of this original obligation.

In Witness Whereof, the Lender and I have executed this Agreement.

 (Seal)  
KIRK A SCHILLING -Borrower

 (Seal)  
JENNIFER R SCHILLING -Borrower

[Space Below This Line For Acknowledgments]

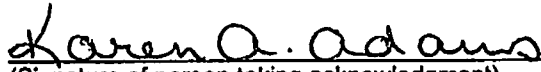
State of Illinois

KAA

County of ~~Madison~~ St. Clair

The foregoing instrument was acknowledged before me, a Notary Public on

March 22, 2014 by KIRK A SCHILLING and JENNIFER R SCHILLING.

  
(Signature of person taking acknowledgment)

My Commission Expires on 03/19/2019  
Origination Company: PHH Mortgage Corporation  
NMLSR ID: 2726



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
Loan No: 57  
8300a 08/14



Form 3179 1/01 (rev. 4/14)  
(page 4 of 5)

**PHH Mortgage Corporation**

By: \_\_\_\_\_ (Seal) - Lender  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date of Lender's Signature

\_\_\_\_\_  
[Space Below This Line For Acknowledgments]  
State of New Jersey, County of Burlington

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_  
(please print NOTARY PUBLIC's name)  
a Notary Public in and for said State, personally appeared

\_\_\_\_\_  
of the  
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the  
individual whose name is subscribed to the within instrument and acknowledged to me that they executed  
the same in their capacity, and that by their signature on the instrument, the individual, or the person upon  
behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public of New Jersey  
My Commission expires: \_\_\_\_\_



5 7 \*  
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
Loan No 3357  
8300a 08/14



\* 6 7 4 8 2 + 1 4 \*  
Form 3179 1/01 (rev. 4/14)  
(page 5 of 5)

Form 3179 1/01 (rev. 4/14)  
(page 1 of 5)



Loan Nr

57

**INSTRUCTIONS TO NOTARY**

Thank you for your assistance in making sure these documents are executed properly. Please carefully review the following instructions to ensure that all documents meet the State/County recordation requirements. Documents that are not properly executed and notarized are subject to be declined. Thank you for your cooperation.

**GENERAL INSTRUCTIONS:**

**Checklist for Important Points (please complete prior to signing and notarizing any documents):**

- ☐ Verify photo identification of all parties signing documents. In the event only one party is signing you must cross off and initial next to the non-signing party's name.
- ☐ Fill in the county on the acknowledgment (it is acceptable to cross out and change the county if you are located in a different county.)
- ☐ Ensure your acknowledgment date is the same as the date you witness the signatures on the Loan Modification Agreement.

**In Addition to following the state's requirements for notary seals, please be advised:**

- ☐ The stamp cannot cover any of the words printed on the page, including the acknowledgment.
- ☐ The stamp cannot bleed through the document.
- ☐ Your signature, stamp, printed name, and county information must be complete and in the appropriate spaces (all information must be legible.)

**DOCUMENTS THAT ARE REQUIRED TO BE NOTARIZED**

- ☐ Loan Modification Agreement

**SPECIAL INSTRUCTIONS FOR CERTAIN STATES:****CONNECTICUT / GEORGIA / SOUTH CAROLINA / LOUISIANA**

- ☐ Two witnesses (persons NOT listed on the Loan Modification Agreement) are required to sign in the witness section. Witnesses are required to print their name under their signature.

We appreciate your assistance and cooperation. Please provide your contact information below.

Notary Name: Karen A. Adams

Notary Phone: 618-616-5344

Notary E-mail: kadams632002@gmail.com

**\*Customers: Please return this form with your closing package.\***



8432 03/13



\* 6 7 4 8 2 + 1 4 \*

Loan No: 157

**INSTRUCTIONS TO NOTARY**

Thank you for your assistance in making sure these documents are executed properly. Please carefully review the following instructions to ensure that all documents meet the State/County recordation requirements. Documents that are not properly executed and notarized are subject to be declined. Thank you for your cooperation.

**GENERAL INSTRUCTIONS:**

**Checklist for Important Points (please complete prior to signing and notarizing any documents):**

- ☐ Verify photo identification of all parties signing documents. In the event only one party is signing you must cross off and initial next to the non-signing party's name.
- ☐ Fill in the county on the acknowledgment (it is acceptable to cross out and change the county if you are located in a different county.)
- ☐ Ensure your acknowledgment date is the same as the date you witness the signatures on the Loan Modification Agreement.

**In Addition to following the state's requirements for notary seals, please be advised:**

- ☐ The stamp cannot cover any of the words printed on the page, including the acknowledgment.
- ☐ The stamp cannot bleed through the document.
- ☐ Your signature, stamp, printed name, and county information must be complete and in the appropriate spaces (all information must be legible.)

**DOCUMENTS THAT ARE REQUIRED TO BE NOTARIZED**

- ☐ Loan Modification Agreement

**SPECIAL INSTRUCTIONS FOR CERTAIN STATES:****CONNECTICUT / GEORGIA / SOUTH CAROLINA / LOUISIANA**

- ☐ Two witnesses (persons NOT listed on the Loan Modification Agreement) are required to sign in the witness section. Witnesses are required to print their name under their signature.

We appreciate your assistance and cooperation. Please provide your contact information below.

Notary Name: Karen A. Adams

Notary Phone: 618-666-5344

Notary E-mail: Kadams632002@gmail.com

**\*Customers: Please return this form with your closing package.\***



8432 03/13

3 5 7 \*



\* 6 7 4 8 2 + 1 4 \*

**The documents enclosed have been notarized by a JMA  
mobile notary**

**Please place this page on top of the documents prior to sending back to PHH**



March 09, 2016

LENDER: PHH Mortgage Corporation

BORROWER(S): KIRK A SCHILLING and JENNIFER R SCHILLING

PROPERTY ADDRESS: 324 HARVEST ST, MILLSTADT, IL 62260

LOAN NUMBER: 357

### ERRORS AND OMISSIONS/COMPLIANCE AGREEMENT

The undersigned borrower(s) for and in consideration of the above-referenced Lender modifying the above-referenced loan agree(s), if requested by Lender, to fully cooperate and adjust for clerical errors concerning any or all loan modification documentation if deemed necessary or desirable in the reasonable discretion of the Lender.

The undersigned borrower(s) agree(s) to comply with all above-noted requests by the above-referenced Lender within 5 days of mailing of said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above-noted time period.

DATED: 03-22-2016

MORTGAGOR:

KIRK A SCHILLING

Date

CO-MORTGAGOR:

JENNIFER R SCHILLING

Date

CO-MORTGAGOR:

Date

CO-MORTGAGOR:

Date

ARCHIVE: True

LOANNUI

357



8430 11/12

5 7 \*



\* 6 7 4 8 2 + 1.4 \*